

EXHIBIT 1

Law Offices of Joseph L. Manson III

Joseph L. Manson III, Esq.
600 Cameron St.
Alexandria, VA 22314

March 31, 2023

VIA EMAIL

[REDACTED]
[REDACTED]
[REDACTED]
[REDACTED]
[REDACTED]

[REDACTED]
[REDACTED]
[REDACTED]
[REDACTED]
[REDACTED]

Re: Retention Agreement for Disputes Related to [REDACTED] and Associated Companies.

Dear [REDACTED],

We are pleased that you have decided to retain the Law Offices of Joseph L. Manson III ("Manson") as counsel. We very much look forward to working with you.

The purpose of this letter is to confirm the scope and terms of your retention of Manson and provide you with information regarding our hourly rates and billing procedures. The scope of Manson's representation is to provide legal services as needed [REDACTED]

[REDACTED]. Manson's acceptance of this engagement does not involve an undertaking to represent you in any other matter, unless otherwise agreed upon in a separate written agreement .

In connection with this retention, legal services may be provided by myself and various other attorneys and professionals. Invoices will be rendered to you based upon the hours or portions thereof worked multiplied by the applicable hourly rate. The time expended by Manson attorneys and administrative staff is recorded in increments of one tenth of an hour. Normally, my hourly rate is \$1000 per hour and the hourly rate of Manson's associate, Joseph Karam, is \$500 per hour. However, Manson will provide its services at the following discounted rates: (i) \$800 per hour for myself, (ii) \$400 per hour for Mr. Karam, and (iii) \$110 per hour for any work performed by the paralegal staff. Invoices will also include any related expenses.

Manson requires that you provide a nonrefundable retainer in the amount of \$10,000. Statements with regard to the fees and disbursements due to Manson will be rendered to you on a regular basis. The bills will set forth an itemization of the services performed by Manson on your behalf as well as an itemization of the expenses incurred by Manson. Statements will also include a specification of the daily amount of time performed by each person who has worked on your behalf. The expenses and fees within these statements will be credited toward the retainer fee. If you have any questions upon review of your monthly statements, feel free to contact me promptly so that your questions can be resolved.

Although we expect to have an indemnification agreement with [REDACTED] which will reimburse you for most, if not all, of your fees and expenses, you are solely responsible for paying our bills in the first instance. We expect payment within thirty days of your receipt of our bills.

Payment may be made by wire transfer or check. The relevant information for payment is as follows:

By Wire:

Beneficiary: Joseph L. Manson III
Bank: Truist
Location: Richmond, VA
ABA Routing No.: [REDACTED]
Account No.: [REDACTED]
Swift Code: [REDACTED]

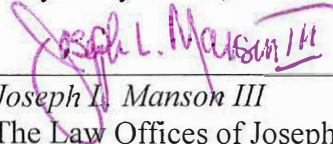
By Check:

Law Offices of Joseph L. Manson III
600 Cameron St, 4th Floor
Alexandria, VA 22314

Any disputes arising under this agreement will be resolved by mediation or arbitration, which shall take place in Washington, DC under the auspices and rules of the American Arbitration Association.

If the foregoing terms of engagement are acceptable to you, please sign a copy of this letter where noted to signify your approval and agreement to these terms, and return the countersigned letter to me. Thank you again for retaining Manson's services, and we look forward to assisting you in connection with this matter.

Very Truly Yours,



Joseph L. Manson III

The Law Offices of Joseph L. Manson III
Telephone No. 202-674-1450
E-mail address: jmanson@jmansonlaw.com

Accepted and Agreed to:

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]